



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

April 1, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GRATIS LICENSE AGREEMENTS WITH ELEVEN SOCIAL SERVICES PROVIDERS
AT EDELMAN CHILDREN'S COURTHOUSE (FIRST DISTRICT) AND
MCCOURTNEY JUVENILE JUSTICE CENTER (FIFTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the License Agreements authorizing the use of County space are exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15301 of the State CEQA Guidelines.
2. Approve and instruct your Chair to sign the attached eleven gratis three-year license agreements with the social service providers.
3. Find that portions of the Edelman Children's Courthouse and McCourtney Juvenile Justice Center are not currently needed for County purpose, and that the use of said County property by the licensees serves public purposes and is necessary to meet the social needs of County residents.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the occupancy of nine social service providers at the Edmund D. Edelman Children's Court (Edelman) and two social service providers at the Alfred J. McCourtney Juvenile Justice Center (McCourtney). The presence of the various service providers at these court facilities evolved over time without the benefit of any formal agreements. This office has not been able to ascertain how these occupancies were originally arranged; however, they all provide court-related services to children and families involved in dependency cases, free of charge.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

A review of each of the non-profit organizations' annual financial statements indicates that the payment of fair market value rent would cause financial hardship resulting in the curtailment of much-needed court services.

The eleven non-profit organizations occupy a total of approximately 8,277 square feet at Edelman and 1,120 square feet at McCourtney. The License Agreements will provide the County with insurance coverage and protection from liability related to their respective operations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsible (Goal 1). Allowing the use of County property not needed for other County purposes for the benefit of court users is consistent with that goal.

FISCAL IMPACT/FINANCING

The eleven service providers are already in place and the facilities are being maintained by the County, at County expense, in space allocated to the Superior Court. Consequently, the licensing of both the Edelman and McCourtney space to the non-profit organizations will not have a significant impact for the County.

Upon transfer of the court facilities in each of these two courthouses to the State of California under the Court Facilities Transfer Act, both anticipated before June 2008, these tenants will become the responsibility of the State, both financially and for contract management.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The eleven non-profit organizations provide the court with valuable assistance through their work with impacted children and families who are participating in dependency proceedings.

As stated earlier, the presence of these non-profit organizations evolved over time based on the needs of the Superior Court. The opportunity to formalize their occupancy with the License Agreements will provide the County with liability protection, insurance coverage and site control. The License Agreements have been reviewed and approved as to form by County Counsel.

The non-profit organizations and square footage currently occupied are as follows:

Courthouse	Name of Non-Profit Organizations	Square Feet
Edelman	The Information and Referral Federation of Los Angeles County, dba 211 L.A.	179
Edelman	Shields for Families	95
Edelman	Learning Rights Law Center	242
Edelman	Public Counsel	583
Edelman	Comfort for Court Kids	437
Edelman	Alliance for Children's Rights	91
Edelman	Free Arts for Abused Children	1,490
Edelman	Friends of the Child Advocates	4,862
Edelman	Los Angeles Dependency Lawyers, Inc.	298
McCourtney	Friends of the Child Advocates	390
McCourtney	Children's Law Center of Los Angeles	730
	Total Square Feet	9,397

Term: 3 years

Cancellation: 30 to 60 days notice

ENVIRONMENTAL DOCUMENTATION

The License Agreements are exempt from the provisions of CEQA pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities). The eleven non-profit organizations have been occupying Edelman and McCourtney providing court-related services to children and families involved in dependency cases. The License Agreements are intended to memorialize the non-profit organizations' occupancy and provide the County with necessary insurance coverage without qualitatively or quantitatively expanding the existing use of the facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the non-profit organizations should not have any impact on current services.

The Honorable Board of Supervisors
April 1, 2008
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return the adopted Board letter and duplicate copies of the executed License Agreements to the Chief Executive Office, Real Estate Division, at 222 South Hill Street, Third Floor, Los Angeles, California 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CB:EJ:dd

Attachments

c: County Counsel
Los Angeles Superior Court

Edelmancourthouse.BL

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, DBA 211 L.A., a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 179 square feet of office space located on the ground floor lobby area at 201 Center Plaza Drive, room 1004, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of providing guidance and advocacy and a comprehensive range of human services for Los Angeles residents while they go through trials at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

The Information and Referral Federation of Los Angeles County
DBA 211 LA
626 West Las Tunas Drive
San Gabriel, CA 91776

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

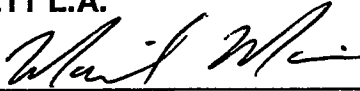
This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

**THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY,
DBA 211 L.A.**

By: 

Title: Executive Director

ATTEST:

COUNTY OF LOS ANGELES

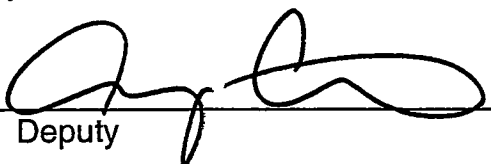
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

DBA211.LA.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

SHIELDS FOR FAMILIES, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 95 square feet of office space located in Department 416 on the 4th floor at 201 Center Plaza Drive, room 4006, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of providing for a continuum of comprehensive dependency and mental health services that address the needs of the entire family while they are going through court procedures at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

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1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

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4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

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4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Shields for Families
12714 South Avalon Blvd., Suite 300
Los Angeles, CA 90061

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE:

SHIELDS FOR FAMILIES

By: *Norma McIntire*

Title: *CFO + Assoc. Dir.*

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*
Deputy

ShieldsforFamilies.ltc

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

LEARNING RIGHTS LAW CENTER, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 242 square feet of office space located in Department 422 at 201 Center Plaza Drive, 5th floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of ensuring low-income students, in the elementary and high school system affected by trials at the Edelman Court, have equitable access to the public education system and such other purposes as are related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the

filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

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The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Learning Rights Law Center
205 South Broadway, Suite 1008
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

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18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

LEARNING RIGHTS LAW CENTER

By: Ja Sto

Title: Executive Director

CUSTODY CARE, INC.

DAVID J. JIMENEZ, ED.D. Lic. #PSY 10629

FORENSIC & CLINICAL PSYCHOLOGY
Consultation, Evaluation & Treatment

2566 Overland Ave., Suite 500-A, Los Angeles, California 90064
Phone: 310 . 766 . 7500 • Facsimile: 310 . 477 . 7913
E-mail: kustody2@aol.com

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy

LearningRightsLawCenter.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

PUBLIC COUNSEL, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 583 square feet of office space located in Department 422c, 423r, 423a, and 424r at 201 Center Plaza Drive, 5th floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of providing free legal advice and social services to abused and abandoned children or low income families at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Public Counsel
610 South Ardmore Avenue
Los Angeles, CA 90005

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

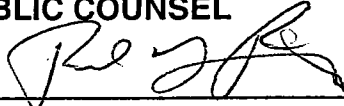
This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

PUBLIC COUNSEL

By: 

Title: INTERIM CEO

ATTEST:

COUNTY OF LOS ANGELES

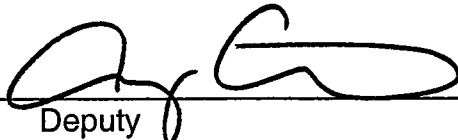
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

PublicCounsel.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

COMFORT FOR COURT KIDS, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 437 square feet of office space located in Department 423r and ½ of Department 423c at 201 Center Plaza Drive, 5th floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of helping abused and neglected children while at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

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Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

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The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Comfort for Court Kids
4570 Van Nuys Blvd., Suite 319
Sherman Oaks, CA 91403

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

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No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. **INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. **GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

COMFORT FOR COURT KIDS

By: *D. Ernestine Fields*

Title: *President*

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*
Deputy

ComfortforCourtKids.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

ALLIANCE FOR CHILDREN'S RIGHTS, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 91 square feet of office space located in Department 424a at 201 Center Plaza Drive, 5th floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of providing direct legal services, community education, and advocacy to care for children in foster care, children with learning disabilities, children who need medical treatment from public benefits, and children in need of legal guardianship or adoption at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Alliance for Children's Rights
3333 Wilshire Blvd., Suite 500
Los Angeles, Ca 90010

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. **INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. **GOVERNING LAW AND FORUM**

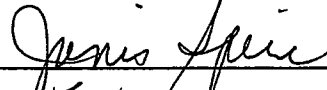
This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

ALLIANCE FOR CHILDREN'S RIGHTS

By: 
Title: Executive Director

ATTEST:

COUNTY OF LOS ANGELES

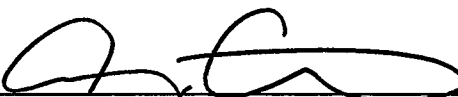
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

AllianceforChildren'sRights.llc

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

FREE ARTS FOR ABUSED CHILDREN, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 1,490 square feet of office space located at Department 424, and in both the waiting area and Judicial Assistants' Room at 201 Center Plaza Drive, 5th floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of recruiting, training and placing volunteers to work hands-on with victims of abuse, through various creative media such as dance, drama, writing, music, and painting, at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Free Arts for Abused Children
12095 West Washington Blvd., Suite 140
Los Angeles, CA 90066

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

FREE ARTS FOR ABUSED CHILDREN

By: Karrah Lompo

Title: Executive Director

ATTEST:

COUNTY OF LOS ANGELES

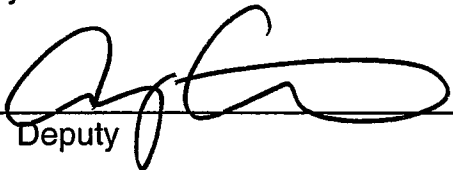
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

FreeArtsforAbusedChildren.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

FRIENDS OF THE CHILD ADVOCATES, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 4,862 square feet of office space located on the ground floor at 201 Center Plaza Drive, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used by the Licensee only for the purpose of supporting and promoting trained and supervised court-appointed volunteer advocacy for abused and neglected foster children at the Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 60 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County in the presence of employees or associates of Friends of CASA to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Except for any proven County' negligence or willful misconduct, Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment,

including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Friends of the Child Advocates
201 Centre Plaza Drive, Suite 3
Monterey Park, CA 91754

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit

consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements

located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

**FRIENDS OF THE CHILD
ADVOCATES**

By: *Steele Blom*
Title: *Secretary*

LICENSOR

COUNTY OF LOS ANGELES

ATTEST

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *Ray G. Fortner, Jr.*
Deputy

: cc

License 2008

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

LOS ANGELES DEPENDENCY LAWYERS, INC., a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as Edelman Courthouse, located at 201 Center Plaza Drive, Monterey Park, California, 91754, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 298 square feet of office space located at the Attorney Conference Room on at 201 Center Plaza Drive, 3rd floor, Monterey Park, California, 91754 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing free legal advice and social services to low income families affected by the court cases at Edelman Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but, not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the

filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Edelman Courthouse located at 201 Center Plaza Drive, Monterey Park, California, 91744 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. **WAIVER**

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Los Angeles Dependency Lawyers, Inc.
1000 Corporate Center Drive, Suite 308
Monterey Park, CA 91754

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an

intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

LOS ANGELES DEPENDENCY LAWYERS, INC.

By: 

Title: Executive Director

ATTEST:

COUNTY OF LOS ANGELES

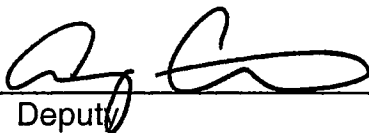
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

LADependencyLawyers.Inc.lic

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

FRIENDS OF THE CHILD ADVOCATES, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as McCourtney Courthouse, located at 1040 West Avenue J, Lancaster, California, 93534, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 390 square feet of office space located on the ground floor at 1040 West Avenue J, Lancaster, California, 93534 (the "Licensed Area"). Please see Exhibit A, attached.

1.02 The Licensed Area shall be used by the Licensee only for the purpose of supporting and promoting trained and supervised court-appointed volunteer advocacy for abused and neglected foster children at the McCourtney Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 60 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County in the presence of employees or associates of Friends of CASA to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the McCourtney Courthouse, located at 1040 West Avenue J, Lancaster, California, 93534 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

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15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Friends of the Child Advocates
201 Centre Plaza Drive, Suite 3
Monterey Park, CA 91754

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

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21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

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22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

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22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

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/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

**FRIENDS OF THE CHILD
ADVOCATES**

By: Steven Bloom
Title: Secretary

LICENSOR

COUNTY OF LOS ANGELES

ATTEST

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy

: cc

License 2008

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, ("County")

AND

CHILDREN'S LAW CENTER OF LOS ANGELES, a California non-profit organization, ("Licensee").

RECITALS:

County is the owner of certain real property known as McCourtney Courthouse, located at 1040 West Avenue J, Lancaster, California, 93534, and is authorized to license use of the property pursuant to Gov. Code 25537 and 26227; and

Licensee is desirous of using on a nonexclusive basis, only a portion of said real property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of approximately 730 square feet of office space located on the ground floor at 1040 West Avenue J, Lancaster, California, 93534 (the "Licensed Area"). Please see Exhibit A, attached.

1.02 The Licensed Area shall be used by the Licensee acting as court appointed counsel only for the purpose of advocating the critical services and support that is needed by the abused and neglected children under jurisdiction of the McCourtney Court and such other purposes as are deemed related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Executive Office. Any approved improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction therein, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the License shall be for a period of three years commencing upon execution of this License by the County (the "Commencement Date").

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

This License is granted on a gratis basis. Consideration for this License is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but not limited to, Licensee's continued performance of community social services as described in Paragraph 1.02.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

4.05 Maintenance. The County shall be responsible for maintaining the License Area in a clean and sanitary condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed. County shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless County and its Special Districts elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, and their elected and appointed officers, employees and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area, which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

6. INSURANCE

During the Term of this License, Licensee shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee's own expense.

6.01 Insurance Coverage Requirements.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Licensee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

6.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License; (b) clearly evidence all coverage required in this License; (c) contain the express condition that County is to be given written notice by mail to at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance; and (d) identify any deductibles or self-insured retentions for County's approval.

6.03 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

6.04 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the

filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of Licensee's knowledge of such occurrence.

6.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

7. FAILURE TO PROCURE INSURANCE

7.01 Failure on the part of Licensee to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand.

7.02 Use of the Licensed Area shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

Licensee acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the State of California, the Judicial Council of the State of California, the Administrative Office of the Courts or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the McCourtney Courthouse, located at 1040 West Avenue J, Lancaster, California, 93534 (including without limitation the Licensed Area) to the State of California or any other entity.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post

office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Children's Law Center
901 Corporate Center Drive, Suite 203
Monterey Park, CA 91754

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Officer
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. **INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. **GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LICENSEE

CHILDREN'S LAW CENTER OF LOS ANGELES

By: 

Title: Director of Operations

ATTEST:

COUNTY OF LOS ANGELES

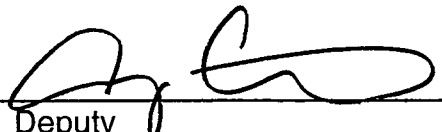
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Children'sLawCenterofLosAngeles.lic

